



ERIE COUNTY REQUEST FOR PROPOSAL (RFP)

to provide
Certified Alcohol and Substance Abuse Counselors' Services

RFP # 1421VF
May 23, 2014

Carrie Godfrey, Assistant Social Services Program Director
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS # 1421VF

TO PROVIDE Certified Alcohol and Substance Abuse Counselors' Services

I. INTRODUCTION

The County of Erie, New York (the "County") is currently seeking proposals from qualified agencies interested in providing Certified Alcohol and Substance Abuse Counselors' Services (the "Proposer"). The purpose of this document is to present interested parties with information to prepare and submit a proposal to provide these services.

A maximum award of \$397,493.00 is potentially available for allocation for these services for 2015.

Proposers are invited to respond to this request. A bidder's conference will be held on June 4, 2014 at 95 Franklin Street, room 805, Buffalo, NY from 2:00 pm - 3:00 pm for interested parties to receive additional clarification about the requested services. It is the County's intent to select the Proposer(s) that provides the best solution for the County's needs. This document will inform the service delivery network of basic requirements that Erie County uses as part of its standard contract process.

All applicants, including those agencies currently under contract with the Erie County Department of Social Services to provide Certified Alcohol and Substance Abuse Counselors' Services, must participate in this selection process in order to be considered for continued funding.

The County reserves the right to amend this RFP, reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive any irregularities or informalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any Proposer, and to award negotiated contracts to one or more Proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. FUNDING AND BUDGET

A maximum award of \$397,493.00 is potentially available for allocation for these services for 2015.

The selection committee will make a recommendation to the Commissioner of ECDSS, and in turn this recommendation will be made to the Erie County Executive. All contract appropriations are subject to Legislative approval.

The award period will be for a five year term, subject to annual contract renewal, contingent upon the Proposer's successful provision of requested services, data collection, monitoring, and compliance with required reporting. Initial award and renewals are subject to inclusion of funding in the County Executive Recommended Budget and as adopted by the Erie County Legislature, as well as, contingent upon availability of New York State funds appropriated for this purpose.

Future awards will be dependent on available funds and subject to the demonstrated fiscal and programmatic stability of the applicant agency, as well as their meeting all of the ECDSS requirements. More than one provider may be selected for funding for 2015.

Note: Administrative costs may not exceed 15% of the requested funds for 2015, and thereafter, by Executive Order from the NYS Governor and the Erie County Executive, it will be capped at 15% for all future years. Lower Administrative costs will be favored when rating proposals. Erie County seeks to move in the direction initiated by New York State to keep administrative costs at this level or below.

III. PROPOSAL TIMEFRAMES

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

Issue RFP:	May 23, 2014
Bidder's Conference:	June 4, 2014 from 2:00 pm to 3:00 pm 95 Franklin Street, room 805 Buffalo, NY 14202
Proposals Due:	June 23, 2014
Selection Made:	July 2014
Contract Signed:	Following all necessary County approvals

IV. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. **Specific instructions for the proposal format and content** are outlined on p.14.
2. A cover letter, contact information, and a letter of support signed by the CEO and the Board President must accompany the proposal.
3. One (1) original and five (5) copies of the technical proposal shall be submitted. Proposals **MUST** be signed using the attached **Schedule A: Proposer Certification** found on page 13. Unsigned proposals will be rejected. One (1) original and one (1) copy of the Budget/Cost Proposal packet shall be submitted as described in item #8, below.
4. Submission of the proposals shall be directed to:
Carrie Godfrey, Assistant Social Services Program Director
Erie County Department of Social Services
95 Franklin Street, Room 868
Buffalo, NY 14202

All proposals must be delivered to the above office on or before June 23, 2014 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

5. Requests for clarification of this RFP must be written and submitted to Carrie Godfrey at the above address, or at Carrie.Godfrey@erie.gov no later than 4:00 pm on June 4, 2014. A list of questions and answers will be posted on the County website by June 11, 2014. NO

COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

6. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those Proposers will be notified to arrange specific times.
7. No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
8. All Proposers submitting proposals must include a cost proposal in a separate sealed envelope clearly labeled with the agency's name, due date of proposal, proposal name, and RFP #1421VF. Specific instructions for the content of the cost proposal are outlined on p.166. All **Appendix B budget attachments** must be completed and included in the cost proposal.
9. Information on the Standard Insurance Provisions required of agencies selected as a contractor of this service is included in this RFP (p.24). This document is for informational purposes only, and is not to be completed by the Proposer during the RFP submission.

V. SCOPE OF PROFESSIONAL SERVICES REQUIRED

A. DEFINITIONS

1. Certified Alcohol and Substance Abuse Counselors (CASAC) are persons credentialed by the Office of Alcoholism and Substance Abuse Services or the U. S. Department of Veterans' Affairs to provide alcohol and substance abuse counseling services pursuant to the mental hygiene law and licensed by New York State.
2. Applicants/Recipients are persons applying for or already receiving public assistance and/or medical assistance from the Erie County Department of Social Services (ECDSS).
3. Multi Abuse Assessment Team (MAAT) is a division of the Erie County Department of Social Services that gathers psycho-social information for applicants and recipients and refers them for CASAC services when deemed necessary.
4. Cultural Competence refers to an ability to interact effectively with people of different cultures, and is comprised of four components:
 - a. Awareness of one's own cultural worldview
 - b. Attitude towards cultural differences
 - c. Knowledge of different cultural practices and worldviews
 - d. Cross-cultural skills.

Developing cultural competence results in an ability to understand, communicate with, and effectively interact with people across cultures.

B. NEEDS AND GOALS

New York State Local Social Services Districts are mandated to screen applicants and recipients of public assistance for alcohol and/or substance abuse by both Social Services Law (Sec §132(4)) and the New York Code of Rules and Regulations (351.2). These mandates further provide that when the screening process indicates there is reason to believe an applicant or recipient is abusing or dependent on alcohol or drugs, the Social Services District must require the applicant or recipient to undergo a formal alcohol or substance abuse assessment, to be performed by a person who bears an alcohol and substance abuse counselor credential, issued by the Office and Alcoholism and Abuse

Services (OASAS) or operated by the United States Department of Veterans Affairs. In addition, local districts are required to monitor treatment progress on a regular basis.

Erie County Department of Social Services (ECDSS) does not employ Certified Alcohol and Substance Abuse Counselors (CASAC) on its staff, and so must arrange for the purchase of these services.

Addiction is a complex, bio-psycho-social disorder, with no single 'right' treatment. The agency chosen to provide CASAC services must acknowledge that:

- Recovery from addiction is possible
- Recipients respond differently to varied approaches
- Understanding the cultural background of the patient is integral to treatment success

Proposers responding to this RFP must understand that ECDSS serves all residents of Erie County who are eligible for public assistance and medical assistance services regardless of sex, race, age, religion, sexual preference, national origin, marital or parental status, or those with physical or mental disabilities. The agency chosen to supply CASAC services must accept all applicants/recipients, and in turn must have a diverse workforce.

Proposers will further recognize that ECDSS is a government agency that must abide by local, state, and federal regulations while at the same time being responsible to the taxpayers who support it. In addition, ECDSS collaborates with other public and private agencies with which the Proposer will need to cooperate.

ECDSS has identified the following **long term goals** as being consistent with this request for proposals:

- All eligible individuals receiving Temporary Assistance in Erie County who have an alcohol or substance abuse problem will be assessed and offered appropriate treatment.
- ECDSS will maintain data on the extent of alcohol and substance abuse among its applicants and recipients.
- Those individuals requiring substance abuse treatment will have access to individualized and appropriate treatment; thus affording a better chance for recovery.
- Individuals with alcohol or substance abuse issues will be given resources to become more self-sufficient.

C. OUTCOME EVALUATIONS

The applicant agency must describe the specific objectives, goals, and outcomes for its provision of CASAC services. This will include **plans to monitor, evaluate, and report these outcomes** on a monthly basis. It is understood that although a number of factors may relate to a defined outcome, ECDSS is requiring that **indicators for identified goals be included in the design of the service**.

The identified goals and outcomes below are minimum requirements. Applicant agencies may provide additional measures to reflect desired outcomes.

- Accept 100% of drug/alcohol screening referrals that indicate a need for treatment or there is a reason to believe an applicant or recipient is abusing or dependent on alcohol or drugs.
- Complete an assessment on 100% of referrals to determine appropriateness for needed drug & alcohol services and provide a report within 2 weeks.
- Determine appropriate level and type of care needed on 100% of assessments completed and provide a determination within 2 weeks.
- Determine employment activity eligibility in respect to drug/alcohol issues at each change in level of care determination or at minimum every 3 months for 100% of the cases.

- Maintain and provide monthly reports as to the number of applicants and recipients screened, level of care determinations, Out of County (OOC) approvals and treatment status by case type by the 10th of the following month.
- Demonstrate collaborative efforts with other human service agencies and organizations that assist the target population.

In addition:

Provider agrees to assist ECDSS with the development and implementation of a CASAC services system of performance based accountability, including but not limited to the identification and application of agency, client recipient, and community performance indicators and measures.

Provider agrees to submit all required reports and documentation reflecting units of services and outcomes, including but not limited to the CASAC services within 30 days of the end of each quarter.

D. SCORING PROCEDURE

<p>Agency's Proposal and Ability to Provide Requested Service:</p> <ul style="list-style-type: none"> ○ Proposal demonstrates the ability of the proposer to meet the desired outcomes of this RFP ○ Proposal clearly identifies linkages have been established with ECDSS staff and community based services ○ Thoroughness of the proposal's description of CASAC services to applicant/recipient referred population ○ Characteristics designed to achieve cultural competency ○ Proposal assessments are provided in a timely manner that is consistent with ECDSS requirements ○ Proposer has defined performance targets and a reporting plan ○ Proposer exhibits a clear understanding of the referred applicant/recipient with alcohol &/or substance abuse issues population
<p>Agency's Experience and Business Practices:</p> <ul style="list-style-type: none"> ○ Proposer has prior experience with similar projects and has demonstrated capabilities with specialized, individualized services ○ Proposed staffing plan, supervision, and in-service training reflect cultural competency goals and best service practices ○ Proposer demonstrates a record of success in developing collaborative efforts with other human service agencies and organizations that assist the target population ○ Agency demonstrates staffing diversity and is committed to working with disproportionate minority populations
<p>Cost effectiveness and budget:</p> <ul style="list-style-type: none"> ○ Total proposed price reflects a cost effective approach to delivery of services ○ Total proposed administrative costs are within the expected range ○ Agency has a history of fiscal responsibility ○ In-kind donations of goods or services provided by the Proposer or dedicated to the goals and deliverables of the Proposal

E. FINAL SELECTION

A review panel, consisting of professionals from both ECDSS and the community-at-large will score each proposal, discuss the strengths and weaknesses of the proposal, and then make a decision as to which bidder or bidders it will recommend to provide CASAC services to ECDSS. This will be based on the above scoring system.

The panel's recommendation will be made to the Commissioner of the Department of Social Services, who will then recommend to the County Executive that the contract be awarded to the specific agency. **The final determination must be approved by the Erie County Legislature.**

F. COST EFFECTIVENESS AND BUDGET

Proposers are asked to identify the Agency's definition of billable unit or service, as well as the number of units to be provided during the contract period, and the method used to calculate the number of units.

Billing based on a Daily Activity Record must be supported by progress notes sufficient to document services provided on that date. Progress notes must be recorded. Billable units of service will include:

- Face-to-face activity with the eligible individual
- Collateral contacts made to persons of behalf of the eligible individual
- Coordinating evaluations and assessments
- Meeting participation when related to services planned or provided (Not for training or supervision)
- Travel or transportation by agency staff, as related to direct services provided (such as transporting a client in an agency staff car)
- Service plan development with the eligible individual
- Telephone contacts made of behalf of the eligible individual

A unit of service is to be calculated in **15 minute increments** for all billable services except the following:

- Classes or groups involving eligible individuals
- Translation services

Erie County is requesting Proposers to include a provision for donated funds in this RFP. Proposers are required to include a description on in-kind goods or services dedicated to the goals and deliverables of the proposal. This may be volunteer time, reduced cost space, allocated overhead not charged, cash received by the Proposer and applied to the program and not channeling through ECDSS, materials, clothing or other items of value provided by the Proposer to clients served through the provision of this RFP.

In consideration for the services rendered in accordance with all conditions and requirements stated in this RFP, Erie County will pay the selected provider a total sum not to exceed Three Hundred Ninety Seven thousand, Four Hundred Ninety Three Dollars and no cents (\$397,493).

VI. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the Proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the Proposer to enter into an agreement with the County for the required services;
- by submitting a proposal, the Proposer agrees and understands that the County is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from Erie County, Erie County's elected officials, officers, employees

or agents, shall not be binding against Erie County, Erie County elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Office of the Erie County Attorney and/or if necessary, the Erie County Fiscal Stability Authority.

In addition to the foregoing, by submitting a proposal, the Proposer also understands and agrees that the County reserves the right, and may at its sole discretion, exercise the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities and informalities in proposals received after notification to Proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the Proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each Proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the Proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the Proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the Proposer to provide the requested services;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

VII. EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- The Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.

- The Proposer's experience to perform the proposed services.
- The Proposer's financial ability to provide the services.
- A determination that the Proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the Proposer's projected approach and plans to meet the requirements of this RFP.
- The Proposer's commitment to complete the required ECDSS reports and program outcomes, as well as the required fiscal reports.
- The Proposer's presentation at and the overall results of any interview conducted with the Proposer.
- The agency CEO MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
- The evaluation process is designed to award the Proposer with the best combination of attributes based on the evaluation criteria. A score shall be calculated for each criterion for each proposal. The total of the scores for all criteria in each proposal will be known as the Proposer's final score.

VIII. CONTRACT

After selection of the successful Proposer, a formal written contract will be prepared by the County and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Office of the County Attorney, and/or if necessary, the Erie County Fiscal Stability Authority. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR IF NECESSARY THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The term of the contract shall be for a period commencing January 1, 2015 and terminating December 31, 2015.

INDEMNIFICATION AND INSURANCE

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the County:

"In addition to, and not in limitation of the insurance requirements contained herein the Proposer agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Proposer shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Proposer or third parties under the direction or control of the Proposer; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the Proposer and the County, the Proposer will be required to provide proof of the applicable insurance coverage described in the Vendor Classification “C” (Professional Services) on the *Instructions for County of Erie Standard Insurance Certificate* found on page 24.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

INTELLECTUAL PROPERTY RIGHTS

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the County:

All deliverables created under this Agreement by the Proposer are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Proposer hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Proposer agrees to assist the County, if required, in perfecting these rights. The Proposer shall provide the County with at least one copy of each deliverable.

The Proposer agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Proposer agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Proposer in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Proposer may retain copies of such records for its own use.

NOTE: All contracts executed by the Erie County Department of Social Services will be posted electronically on the Department’s website.

NON-COLLUSION

The Proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All Proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County. Further, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the Proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of Proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) insert the following notice in the front of its proposal:

“NOTICE

The data on pages ____ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the Proposer's competitive position.

The Proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this Proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

- b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page "

*** THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than one hundred eighty (180) days from the proposal date.

SCHEDULE “A”

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie (the “County”) and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County for the required services. The undersigned agrees and understands that the County is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County, its directors, officers, employees or agents unless an agreement is signed by a duly authorized County officer and, if necessary, approved by the Erie County Legislature, the Office of the County Attorney and/or the Erie County Fiscal Stability Authority.

It is understood and agreed that the County reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County reserves all rights specified in the Request for Proposals (RFP).

It is understood and agreed that the undersigned, prior to entering into an agreement with Erie County, will properly execute the County of Erie Standard Insurance Certificate (included on p. 24 of this RFP), and that it will be complete and acceptable to Erie County.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By:

Name and Title

APPENDIX A: PROPOSAL FORMAT AND CONTENT

In order for Proposers to be considered for an award, the terms, conditions and instructions contained in this RFP, its cover letter and attachments must be met. Any proposals which do not meet these criteria may be considered non-responsive. The proposal should include 3 sections. Section 1 and 2 (detailed below) should be submitted in one packet. **Section 3 (Appendix B Budget/Cost Proposal Documents) must be submitted in a separate, sealed, envelope.**

- A. **Section 1 - Technical Proposal.** This section shall describe the Proposer's approach and plans for accomplishing the work outlined in the Scope of Professional Services Required.
- B. **Section 2 - Organizational Support and Experience.** This section shall contain all pertinent information relating to the Proposer's organization, personnel and experience that would substantiate the Proposer's qualifications and capabilities to perform the services required by the scope of the RFP.
- C. **Section 3- Budget Attachments.** This section shall contain all information related to the project costs. It consists of the Appendix B Budget Forms found on p.17-23 of this RFP.

Specific instructions regarding the structure of each section are described below.

Section 1 – Technical Proposal: all proposals must be **limited to fifteen pages**.

1. Clearly identify the staff associated with the project, job titles and number of staff in each title, education and experience requirements established by the Proposer for each position title, and their role in providing CASAC services in a manner consistent with 18NYCRR Part 351.2 and Social Services Law Sec. 132(4).
2. Describe the proposer's ability to implement and staff the program in a timely manner, including the provision of services, effective January 1, 2015.
3. Clearly identify how the staff associated with the project will receive supervision.
4. Provide an overview of the proposer's service delivery plan, including but not limited to Proposer philosophy, target population and geographic areas to be served, internal Proposer training, specialized Proposer services and resources, additional Proposer services that could be extended to this population.
5. Provide days and hours of service availability; include 24/7 emergency contact person.
6. Describe the capacity for service, addressing the estimated total number of individuals to be served during the contract period, as well as the estimated total number to receive services at any given time.
7. Describe eligibility for service criteria; clearly demonstrate how referrals to the program will be received. This portion should clearly define the time frame between the receipt and acceptance of the referral/case and initial meeting.
8. Describe how the Proposer plans to assess each individual referred to the program for services. This portion should include what information will be provided to ECDSS with regards to assessments conducted with the individual. A sample of the Proposers service and treatment plan should be submitted with this RFP.
9. Clearly identify how the assessment will be updated to insure that any risk factors associated with the individual will be managed and reported to ECDSS.
10. Describe how the proposer will address the issue of disproportionate representation of minorities in the target population.
11. Discuss how the program will coordinate or collaborate with other community services and ECDSS. This portion should identify how the Proposer will insure that the needs of the individual identified during assessment are prioritized and addressed through discussions with ECDSS and/or referrals to community based agencies.

12. Describe the core features or essential elements of your program, including the services provided, how often and for how long they will be provided, as well as how they will be delivered.
13. Describe what, if any supplemental services will be offered through the program, such as transportation.
14. Describe the Proposer's ability to maintain the required electronic case record.
15. Identify how the proposer will develop crisis plans for individuals receiving services. This narrative should clearly identify how the individual will contact the program staff when services are needed regardless of the time or day of the week. Each Proposer must identify how quickly the agency will respond to the crisis. Additionally, each should identify the time frame and how the outcome of the crisis intervention services provided will be reported to ECDSS.
16. Clearly define the minimum number of training hours provided to program staff on an annual basis, including minimum training requirements and how Proposer sponsored training will support development of a successful program and decrease recidivism.
17. Demonstrate how the program is likely to attain the identified outcomes, and how program goals and objectives will be measured, evaluated and monitored.
18. Each proposer must demonstrate how poor performance will be addressed when requested by ECDSS or when achievement of the outcomes of the program is not obtained.
19. Clearly define how the mission of the Proposer encourages development of specialized services within varied cultural and racial communities.
20. Each Proposer must demonstrate how the funding provided to operate the program will be used to develop the Proposer's organizational capacity. (Organizational capacity refers to the ability of the Proposer and staff to maintain a successful operation consistent with the outcomes of this RFP.
21. Describe your proposed approach to program evaluation and reporting to ECDSS. Clearly define how this project will meet the performance targets associated with this RFP, and how the Proposer will monitor compliance, performance, and a plan for quality improvement.
22. Describe how your proposed program will be implemented. Provide a work plan for program start-up and implementation that supports a January 1, 2015 start date.

Section 2 - Organizational Support and Experience:

1. Include a brief history and description of your organization. Provide a copy of your organization's most recent annual financial report.
2. Provide a description of prior successful experience working with the target population, TANF & SN families.
3. Identify your organization's professional staff members who would be directly involved in the County engagement, the experience each possesses, and the location of the office from which each will work.
4. Provide resumes for all program staff, including administrators, program supervisors, direct service staff and aids.
5. Give the name and title of person(s) authorized to bind the Proposer, the main office address and telephone number (including area code).
6. List Federal Employee Identification Number and Not-for-Profit Number.
7. Period of time your organization has been providing services/programs in the Erie County community and the date your organization was established as a not-for-profit organization.
8. Provide a copy of your Program organizational chart.
9. Provide any additional information that would distinguish your organization in its service to Erie County.
10. Provide with the proposal, a separate envelope or folder which includes a single copy of the most current information, as noted below. *Note: these materials cannot be returned.*
 - Most recent Audit report prepared by an independent CPA
 - Federal Tax Return (form 990) with all itemizations and breakdowns
 - Listing of Officers and Board of Directors
 - Letter of Support from the Agency Board of Directors
 - Not-For-Profit Documentation: Long-Form Report G750-497 (formerly BSW 497) from Office of Charities Registration and/or 501 (c) (3) of the US Revenue Code and/or NYS Not -For - Profit

Corporation (under 216 of the Education Law) and/or NYS Charities Registration (Article 7A-Executive Law)

Section 3- Budget/Cost Proposal: all Proposers must use forms provided and **submit in a separate, sealed envelope.**

1. All Budget forms provided on p.17-23 in this RFP as **Appendix B.**
2. A single copy of the most current information, as noted below.

Note: these materials cannot be returned.

- Most recent Audit report prepared by an independent CPA
- Listing of Officers and Board of Directors

**ERIE COUNTY, NEW YORK
2015 SOCIAL SERVICES
FUNDING APPLICATION**

APPENDIX B – FISCAL

FOR RFP #1421VF:

TO PROVIDE WORK EXPERIENCE, AND VOCATIONAL,
GED AND ESL TRAINING SERVICES TO FAMILIES IN
RECEIPT OF TANF AND SAFETY NET ASSISTANCE

I. GENERAL INFORMATION

a) Legal Name of Organization

b) Other Name (if used)

c) Address of Organization

(STREET)

(STATE/ZIP)

d) Contact Person/Address

(NAME/TITLE)

(STREET)

(STATE/ZIP)

Phone Number _____

II. FINANCIAL INFORMATION

a) Payee Name of Organization (if different than Legal Name)

b) Financial Contact Person

(NAME/TITLE)

(STREET)

(STATE/ZIP)

c) Organization's Fiscal Year

(START DATE) / _____
(END DATE)

d) Federal Employee Identification Number

e) Not-For-Profit Number

f) Amount of Funding Request to ECDSS
for this **proposed** contract:

\$ _____

g) FY of Request

_____ / _____
(START DATE) (END DATE)

III. SUPPLEMENTARY APPLICATION INFORMATION

Provide a separate envelope or folder which includes one copy of the most current information as noted below. These materials cannot be returned.

X Most recent Audit report prepared by an
independent CPA

X Listing of Officers and Board of Directors

X Most recent Management Letter

IV. **CERTIFICATION**

The undersigned certifies that he or she is a principal officer of the applicant organization and has knowledge of, and certifies that the information contained herein is complete and accurate.

Furthermore, the undersigned certifies that the applicant sponsored programs, services and activities are available to the general public, advertised as such, and not subject to discrimination based on sex, race, creed, religion or national heritage.

SIGNATURE

DATE

NAME/TITLE

APPENDIX B

PART 1: CASH EXPENDITURES DIRECT PROGRAM COSTS

PROPOSER _____ PERIOD _____

RFP # and NAME _____

This budget is an accounting of cash expenditures only. It must not include any in kind contributions or donations or the cash value thereof; however, cash donations must be included in this cash expenditure budget.

The columns entitled Agency and Cost Center/Program shall be used if the budget is derived from the agency's general budget or from a cost center of which the **proposed** contract is a part.

Cost allocation methodologies for each line item must be included with application.

The component columns shall be used if two or more categories of service with different rates are purchased.

The 2015 combined total of Administration and Operational Costs (Section B, line 17 plus Section C, line 16 below) should not exceed 15 percent of the proposed Total Cash Expenditures (Section D) for any ECDSS component.

If there are exceptional circumstances that require the combined total of Administration and Operational Costs to exceed 15 percent of Total Cash Expenditures, this must be clearly identified and explained, and a written request for a waiver from this limit must be submitted as part of the application in an attachment entitled "Administration and Operational Cost Limit Waiver Request and Justification".

	TOTAL AGENCY BUDGET	COST CENTER PROGRAM
A. DIRECT PROGRAM COSTS		
1. Salaries, Wages (From pp. 2)		
2. Social Security (FICA)		
3. Pension / Retirement		
4. Worker's Comp.		
5. State Disability Insurance		
6. Life Insurance		
7. Health Insurance		
8. SUB TOTAL SALARY & FRINGE		
9. Worker Mileage, etc.		
10. Contracted Client Services		
11. Other Direct Program		
12. TOTAL DIRECT PROGRAM COSTS		

NOTE: Should ECDSS contract with the Proposer for this service, all information on the Appendix B Part 1 is to be included in the quarterly 2015 line item budget reconciliation report.

BUDGET NARRATIVE: MANDATORY

- Identify contractors or consultants in A10 and describe services.
- Item A11, Other Direct Program. Itemize and describe.

APPENDIX B
PART 1: CASH EXPENDITURES DIRECT PROGRAM STAFF SALARIES & WAGES
 (Include all Full and Part-Time Direct Client Service Staff and Supervisors)

POSITION TITLE	NUMBER IN POSITION	ANNUAL SALARY	PROPOSED CONTRACT %
TOTAL # AND SALARIES			

* **NOTE:** Should ECDSS contract with the Proposer for this service, all information contained in this table is to be included on the quarterly personnel report for DSS Preventive Services and all information on the Appendix B Part 1 is to be included in the quarterly 2015 line item budget reconciliation report.

BUDGET NARRATIVE: MANDATORY

- Narrative must include explanation of any staff increase or reference to such explanation as may be included in the Program Description.
- Any increase in salaries or fringes in excess of COLA must be explained.
- Cost allocation methodology for all direct staff assigned less than 100% of their time is required.

APPENDIX B
PART 1: CASH EXPENDITURES ADMINISTRATIVE COSTS

	TOTAL AGENCY BUDGET	COST CENTER PROGRAM
B. ADMINISTRATION		
1. Salaries, Wages (From pp. 4)		
2. Social Security (FICA)		
3. Pension / Retirement		
4. Worker's Comp.		
5. State Disability Insurance		
6. Life Insurance		
7. Health Insurance		
8. SUB TOTAL SALARY & FRINGE		
9. Staff Development		
10. Publications		
11. Conferences		
12. Research		
13. Public Relations		
14. Audit, Legal, Cons. Fees		
15. Dues, Licenses, Permits		
16. Other Admin. Expense		
17. TOTAL ADMINISTRATIVE COSTS		

NOTE: Should ECDSS contract with the Proposer for this service, all information on the Appendix B Part 1 is to be included in the quarterly 2015 line item budget reconciliation report.

BUDGET NARRATIVE: MANDATORY

- Describe relevance of Item B11 (conferences) to program objectives.
- Item B16 (other admin. expense) is to include any other administrative costs not accounted for on other lines. Itemize and describe.
- As noted above, cost allocation methodology for all Administration (B) line-item costs is required.

APPENDIX B

PART 1: CASH EXPENDITURES SALARIES & WAGES OF AGENCY ADMINISTRATIVE STAFF

(Include all Proposed Program Full and Part-Time Executive, Administrative Support and Clerical Staff who do not provide Direct Client Service and Service Supervision)

TOTAL ADMIN. STAFF COSTS

* **NOTE:** Should ECDSS contract with the Proposer for this service, all information contained in this table is to be included on the quarterly personnel report for DSS Preventive Services and all information on the Appendix B Part 1 is to be included in the quarterly 2015 line item budget reconciliation report.

BUDGET NARRATIVE: MANDATORY

- Cost allocation for all administrative staff assigned less than 100% of their time is required.

APPENDIX B
PART 1: CASH EXPENDITURES OPERATIONAL COSTS AND TOTAL COSTS

	AGENCY	COST CENTER PROGRAM
C. OPERATIONAL COSTS		
1 Purchased Services (Non-Client)		
2 Property (Lease/Mortgage)		
3 Supplies, Printing		
4 Postage		
5 Equipment		
6 Lease/Rent Equipment		
7 Lease/Rent Vehicles		
8 Purchase, Vehicles		
9 Repairs, Maintenance		
10 Telephone		
11 Other Utilities		
12 Insurance		
13 Interest		
14 Taxes		
15 Other Charges		
16 TOTAL OPERATIONAL COSTS		
D. TOTAL CASH EXPENDITURES (A12 + B17 + C16)		

NOTE: Should ECDSS contract with the Proposer for this service, all information on the Appendix B Part 1 is to be included in the quarterly 2015 line item budget reconciliation report.

BUDGET NARRATIVE: MANDATORY

- Description of purchased services required. (C1)
- Identification of equipment items purchased over \$250 required. (C5)
- Amortization plan for items costing over \$1000 required. (C6)
- Vehicle purchase/lease (C7 & C8) - Describe the relevance to program objectives of any vehicle purchased or leased that is **proposed** to be charged, in part or in full, to a proposed contract.
- C15 Detail of all other charges must be provided.
- As noted above, cost allocation methodology for all operational line-item costs (c) is required.

APPENDIX B

PART 2: REVENUES

A. In-Kind Donations Specific to this Proposal:

<u>Description of Goods or Services Being Donated</u>	<u>Amount</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

A. TOTAL VALUE OF IN-KIND DONATIONS: \$ _____

B. TOTAL VALUE OF CASH DONATED FUNDS:

APPENDIX B
PART 3: BUDGET SUMMARY AND RATE CALCULATION

COMPUTATION OF RATE

	TOTAL CONTRACT
A. Total Cash Expenditures (Part I, Section D, pg. 7)	
B. Flex Funds (*NOTE: applies to Traditional and Specialized Preventive Services and may not apply to other services)	
C. Cash Donated Funds (Part 2, Section B, pg. 8)	
D. Amount Payable through this Proposal (A +B - C)	
E. In-Kind Donation (Part 2, Section A, pg. 8)	
F. Total Donated Funds, cash and in-kind (C + E)	
G. Number of Proposed Units of Service for this Program	
H. Hourly Unit of Service Cost (D – B) / G	

NOTE: Donated Funds (F above) represent _____ % of total value of contract.



County of Erie Standard Insurance Certificate

<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>															
PRODUCER	CONTACT NAME PHONE (A/C No. Ext) FAX A/C No. EMAIL ADDRESS PRODUCER CUSTOMER ID #														
INSURED	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A:															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes describe under DESCRIPTION OF OPERATIONS below		N/A	DO NOT USE FOR WORKER'S COMP FORM C-105., U-26.3, SI-12 OR CE-200 REQUIRED		W.C. STATUTORY LIMITS- <input type="checkbox"/> OTH ER- <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
County of Erie 95 Franklin St Buffalo NY, 14202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY: Name of County Dept. Requesting Certificate

 Purchase Order or Contact Number

 Vendor Insurance Classification

RETURN TO: ECDSS SHARON SULLIVAN

95 Franklin St. ROOM 746

Buffalo, NY 14202

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202."
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000						
Products Comp. Ops.	\$2,000,000						
Blanket Broad Form	Not Excluded or Limited		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual Liability							
Broad Form P.D.							
X.C.U.							
Liquor Law				INCLUDE			
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-non contributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- X. Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.
Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.
- XI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.